

LANCASTER COUNTY

COUNTY - CITY BUILDING Telephone: (402)441-7410
LINCOLN, NEBRASKA 68508 FAX : (402) 441-6513
BOARD OF COMMISSIONERS

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

NOTICE TO BIDDERS SPECIFICATION NO. 07-190

Lancaster County intends to enter into contract and invites you to submit a sealed bid for:

ELECTRICAL SUPPLIES AND LIGHT FIXTURES

MEETING OR EXCEEDING LANCASTER COUNTY'S SPECIFICATIONS

Sealed bids will be received by Lancaster County, Nebraska on or before **12:00 noon Central Time, Wednesday, June 20, 2007**, in the office of the Purchasing Agent, "**K**" **Street Complex (SW Wing), Suite 200, 440 So. 8th Street**, Lincoln, NE 68508. Bids will be publicly opened and read aloud in the First Floor Conference Room at the "K" Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. Late bid will not be considered.

Specifications may be downloaded from the City/County Purchasing Division Website at: www.lincoln.ne.gov key word search "bid", select current year, select specification number listed above. All specifications are in PDF format.

FAX bid responses are not acceptable, all bids must possess an original signature and be in a sealed envelope.

COMMISSIONERS

DEB SCHORR * LARRY HUDKINS * RAY STEVENS * BERNIE HEIER * BOB WORKMAN
KERRY EAGAN, Chief Administrative Officer

SPECIFICATIONS FOR ELECTRICAL SUPPLIES AND LIGHT FIXTURES

1. ADDITIONAL INSTRUCTIONS TO BIDDERS

- 1.1 It is the intent of this specification to describe the minimum acceptable requirements for Electrical Supplies and Light Fixtures for a Public Building Commission project.
- 1.2 Bid prices shall include entire cost of the products listed and delivery.
- 1.3 Bidder shall submit two (2) complete sets of bid documents and all supporting material, unless otherwise stipulated.
- 1.4 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Bob Walla, Assistant Purchasing Agent (rwalla@lincoln.ne.gov) Or Fax: (402)441-6513.
 - 1.4.1 These inquiries and/or responses shall be distributed to prospective bidders as an addenda.
 - 1.4.2 The City of Lincoln shall only reply to written inquiries received within five (5) calendar days of bid opening.
- 1.5 Light Fixtures are listed as Part 1 on the Proposal Form for pricing.
- 1.6 Vendors may bid: All Part 1, All Part 2, All Part 1&2, or line by line in either part.
- 1.7 Vendor must list manufacturer of equipment being bid when requested.
- 1.8 Vendor to provide submittal sheets for all lamp types provided for review.

2. ACCEPTANCE OF MATERIAL

- 2.1 Orders will be made on a PO issued by the Purchasing Agent.
- 2.2 All correspondence, including acknowledgment of receipt of orders, packing lists and invoices, shall carry the spec number assigned by Lancaster County.
- 2.3 If asked, the Contractor shall furnish Lancaster County with affidavits from manufacturer stating that the materials supplied fully conform to these material specifications.

3. DELIVERY AND PLACEMENT

- 3.1 Vendor must bid on the materials and delivery to the following location:

Public Building Commission
Fred Little
633 S. 9th Street
Lincoln, NE 68508
- 3.2 Deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m., CDT, on normal City of Lincoln working days.
- 3.3 Vendor shall indicate on Proposal Form the number of days for delivery ARO.

4. RECESSED FLUORESCENT TROFFER LIGHTS

- 4.1 Vendor shall supply 18 cell - 2' x 4' Fluorescent Troffer lights - 120 volt
 - 4.1.1 Low iridescent anodized parabolic louver with 3" minimum louver depth.
- 4.2 Fixtures shall have separate ballasts
- 4.3 Lamps will be 3 - 32 watt T8RS
- 4.4 Acceptable manufacturers are: Lithonia, Williams, Daybrite and Metalux

5. RECESSED FLUORESCENT TROFFER LIGHTS W/ ACRYLIC PRISMATIC DIFFUSER

- 5.1 Lights shall be 2'x4' - 120 Volt
- 5.2 Lamps will be 2 - 32 watt T8RS
- 5.3 Acceptable manufacturers are: Lithonia, Williams, Daybrite and Metalux

6. RECESSED ROUND LIGHTS W/ CLEAR ALZAK REFLECTOR

- 6.1 Light shall be a vertical with a 6" aperture - 120 volt
- 6.2 Lamps will be a single 32 watt TRI-TUBE
- 6.3 Acceptable manufacturers are: Lithonia, Infinity, Indy and Portfolio

7. **8' INDIRECT/DIRECT SUSPENDED FLUORESCENT FIXTURE**
 - 7.1 Light shall have a parabolic aluminum baffle with semi-specular finish
 - 7.2 Light shall be 120 volt
 - 7.3 Light shall be pendant mounted.
 - 7.4 Lamps will be 4-32 watt T8
 - 7.5 Acceptable manufacturers are: Peerless or EQUIVALENT PRODUCT3
8. **RECESSED 2'x2' FLUORESCENT TROFFER W/ ACRYLIC PRISMATIC DIFFUSER**
 - 8.1 Lamps shall be 2-31 watt UT8RS
 - 8.2 Light shall be 120 volt
 - 8.3 Acceptable manufacturers are: Lithonia, Williams, Daybrite, Metalux
9. **RECESSED 2'x2' FLUORESCENT TROFFERS**
 - 9.1 Lights to have low iridescent anodized parabolic louvers.
 - 9.2 3" minimum louver depth
 - 9.3 9 cells
 - 9.4 120- volt
 - 9.5 Lamps shall be 2-17watt T8RS
 - 9.6 Acceptable manufacturers are: Lithonia, Williams, Daybrite, Metalux
10. **RECESSED 2'x4' FLUORESCENT TROFFER**
 - 10.1 Light to have low iridescent anodized parabolic louver
 - 10.2 3" minimum louver depth
 - 10.3 18 cells
 - 10.4 120 volt
 - 10.5 Lamps to be 4-32 watt T8RS
 - 10.6 Acceptable manufacturers are: Lithonia, Williams, Daybrite, Metalux
11. **RECESSED 2'x4' FLUORESCENT TROFFER**
 - 11.1 Light to have low iridescent anodized parabolic louver
 - 11.2 3" minimum louver depth
 - 11.3 12 cells
 - 11.4 120 volt
 - 11.5 Lamps shall be 2-32 watt T8RS
 - 11.6 Acceptable manufacturers are: Lithonia, Williams, Daybrite, Metalux
12. **RECESSED ROUND VERTICAL LAMP**
 - 12.1 Light to have clear alzak reflector
 - 12.2 6" aperature
 - 12.3 Lamp to be 26 watt TRI-TUBE
 - 12.4 120 volt
 - 12.5 Acceptable manufacturers are: Lithonia, Infinity, Indy, Portfolio
13. **2' ALL PURPOSE FLUORESCENT WALL BRACKET**
 - 13.1 Wall mount @ 7'
 - 13.2 Lamps shall be 2-17 watt T8RS
 - 13.3 120 volt
 - 13.4 Acceptable manufacturers are: Lithonia, Williams, Daybrite, Metalux
14. **LED EXIT LIGHT**
 - 14.1 Single stencil style face
 - 14.2 Universal mounting and arrows
 - 14.3 Top, back and side mounting
 - 14.4 120 volt
 - 14.5 Acceptable manufacturers are: Lithonia, Light Alarms, McPhilben, Sure-Lites

15. **LED EXIT LIGHT**
15.1 Double stencil style face
15.2 Universal mounting and arrows
15.3 Top or end mounting
15.4 120 volt
15.5 Acceptable manufacturers are: Lithonia, Light Alarms, McPhilben, Sure-Lites
16. **SELF-CONTAINED EMERGENCY LIGHT**
16.1 Light shall have a lead calcium battery
16.2 Wall mounted
16.3 Lamps shall be 2-8 watt
16.4 Acceptable manufacturers are: Lithonia, Light Alarms, McPhilben, Sure-Lites
17. **STANDARD INDUSTRIAL FLUORESCENT W/ 8% UPLIGHT**
17.1 Chain hung mounting
17.2 Lamps shall be 2-32 watt T8RS
17.3 120 volt
17.4 Acceptable manufacturers are: Lithonia, Williams, Daybrite, Metalux
18. **1'x4' FLUORESCENT ACRYLIC WRAPAROUND LIGHT**
18.1 Light must have a 1400 lumen self-contained emergency battery
18.2 Surface mounted
18.3 Lamps shall be 2-32 watt T8RS
18.4 Acceptable manufacturers are: Lithonia, Williams, Daybrite, Metalux
19. **UNDERCOUNTER FLUORESCENT, SOLID FRONT**
19.1 Mounted below cabinets
19.2 Lamps shall be 1-32 watt T8RS
19.3 Acceptable manufacturer is Lithonia or equivalent product
19.4 120 volt
20. **2' ALUMINUM WALL BRACKET W/ UP AND DOWN LIGHT**
20.1 Mounted on wall 7' AFF
20.2 Lamps shall be 2-17 watt T8RS
20.3 120 volt
20.4 Acceptable manufacturers are: Lithonia, Williams, Daybrite, Metalux
21. **ELECTRICAL SUPPLIES**
21.1 Electrical supplies for the Court House Plaza are listed as Part 2 on the Proposal Form.
21.2 Vendors may bid: All Part 1, All Part 2, All Part 1&2, or line by line in either part.
21.3 Vendor must list manufacturer of equipment being bid when requested.

Company Name _____

SEALED BID

SPECIFICATION NO. 07-190

BID OPENING TIME: 12:00 NOON

DATE: Wednesday, June 20, 2007

ADDENDA RECEIPT: The receipt of the addenda to the specification number ____ through ____ is hereby acknowledged. Failure of any bidder to receive any addenda or interpretation shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

The undersigned submitter, having full knowledge of the requirements of Lancaster County for the listed project agrees to provide the labor, certificate of insurance, materials and equipment in strict accordance with the specifications as prepared by the County for the consideration of the amount set forth in the following price schedule:

ELECTRICAL SUPPLIES AND LIGHT FIXTURES

PART 1 (LIGHT FIXTURES)

<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1. 2'x4' Fluorescent Troffers (Spec #4)	125 ea.	\$ _____	\$ _____
Manufacturer _____			
2. 2'x4' Fluorescent Troffers (Spec #5)	62 ea.	\$ _____	\$ _____
Manufacturer _____			
3. Recessed Round Vertical Lamp (Spec #6)	70 ea.	\$ _____	\$ _____
Manufacturer _____			
4. 8' Suspended Fluorescent Fixture (Spec #7)	4 ea.	\$ _____	\$ _____
Manufacturer _____			
5. 2'x2' Fluorescent Troffer (Spec #8)	1 ea.	\$ _____	\$ _____
Manufacturer _____			
6. 2'x2' Fluorescent Troffer (Spec #9)	1 ea.	\$ _____	\$ _____
Manufacturer _____			
7. 2'x4' Fluorescent Troffer (Spec #10)	1 ea.	\$ _____	\$ _____
Manufacturer _____			
8. 2'x4' Fluorescent Troffer (Spec #11)	4 ea.	\$ _____	\$ _____
Manufacturer _____			

Company Name _____

<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
9. Recessed Round Vertical Lamp (Spec #12) Manufacturer _____	4 ea.	\$ _____	\$ _____
10. All Purpose Fluorescent (Spec #13) Manufacturer _____	6 ea.	\$ _____	\$ _____
11. Exit Light (Spec #14) Manufacturer _____	26 ea.	\$ _____	\$ _____
12. Exit Light (Spec #15) Manufacturer _____	10 ea.	\$ _____	\$ _____
13. Emergency Light (Spec #16) Manufacturer _____	43 ea.	\$ _____	\$ _____
14. Industrial Fluorescent (Spec #17) Manufacturer _____	10 ea.	\$ _____	\$ _____
15. 1'x4' Fluorescent Wrap Around (Spec #18) Manufacturer _____	13 ea.	\$ _____	\$ _____
16. Undercounter Light (Spec #19) Manufacturer _____	2 ea.	\$ _____	\$ _____
17. Up and Down Light (Spec #20) Manufacturer _____	2 ea.	\$ _____	\$ _____

Part 1 Total Bid - \$ _____

Company Name _____

PART 2 (ELECTRICAL SUPPLIES)

<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
<u>Switches</u> - Gray color, Industrial Specification Grade manufactured by Leviton Inc. , Pass & Seymour, or Hubble:			
1. Single Pole Switches	90 ea.	\$ _____	\$ _____
Manufacturer _____			
2. Three Way Switches	30 ea.	\$ _____	\$ _____
Manufacturer _____			
3. Four Way Switches	4 ea.	\$ _____	\$ _____
Manufacturer _____			
<u>Convenience Outlets</u> - Gray color, 20 amp, side wired, Industrial Specification Grade, manufactured by Leviton Inc., Pass & Seymour, or Hubble:			
4. Pass	414 ea.	\$ _____	\$ _____
Manufacturer _____			
5. 20amp, GFCI	20 ea.	\$ _____	\$ _____
Manufacturer _____			
<u>Device Covers</u> - Stainless Steel 302, manufactured by Leviton Inc., Pass & Seymour, or Hubbel:			
6. 1 Device Switch Cover	55 ea.	\$ _____	\$ _____
Manufacturer _____			
7. 2 Device Switch Cover	50 ea.	\$ _____	\$ _____
Manufacturer _____			
8. 1 Device Receptacle Cover	242 ea.	\$ _____	\$ _____
Manufacturer _____			
9. 1 Device Receptacle GFCI Cover	20 ea.	\$ _____	\$ _____
Manufacturer _____			
10. 2 Device Receptacle Cover	24 ea.	\$ _____	\$ _____
Manufacturer _____			

PART 2 (ELECTRICAL SUPPLIES), Continued

<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
<u>Occupancy Sensors</u> - Manufactured by Leviton Inc., Pass & Seymour, or Hubbel:			
11. Ceiling Mounts	48 ea.	\$ _____	\$ _____
Manufacturer _____			
12. Wall Mount	2 ea.	\$ _____	\$ _____
Manufacturer _____			
<u>Floor Box</u> - Manufactured by Leviton Inc., Pass & Seymour, or Hubbel:			
13. Wiremold 4 compartment Surface Floor Box	3 ea.	\$ _____	\$ _____
Manufacturer _____			
14. Domestic Water Heater Motorstarter, Disconnect Switch, 30 amp, Non-fuse, NEMA 3R, 3 phase	3 ea.	\$ _____	\$ _____
Manufacturer _____			
15. Chilled Water Circulation Pump Coil 208V-30, Combination Size 1	2 ea.	\$ _____	\$ _____
Manufacturer _____			
16. Elevator (Existing) 100/A/3P circuit, breaker w/shunt trip and auxiliary contacts	1 ea.	\$ _____	\$ _____
Manufacturer _____			
17. Hot Water Pump 208V/3 phase w/coil 208V, combination size 0	1 ea.	\$ _____	\$ _____
Manufacturer _____			
18. Existing Sewage Ejection 208V/3 phase, 30 amp, fused NEMA 1	1 ea.	\$ _____	\$ _____
Manufacturer _____			
19. Elevator Car, liting circuit, Sheet E-200, #19 3 phase, 30 amp, fused, disconnect switch	1 ea.	\$ _____	\$ _____
Manufacturer _____			
20. Break Glass Station, #20 Cutler-Hammer or equal w/N.O. Conact, held closed by glass disk, provide 2 spare disks, provide a 3" x 5" plastic engraved plate above the switch-engraved with "BOILER SHUT-DOWN"	1 ea.	\$ _____	\$ _____
Manufacturer _____			

PART 2 (ELECTRICAL SUPPLIES), Continued

<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
21. Time Clock-Sheet E-100, Item #3 A 6-zone, Next Generation Intermatic time clock	1 ea.	\$ _____	\$ _____
Manufacturer _____			
22. Manual Motor Starter, Sheet E-301 Horsepower rated toggle switch, provide thermal element if motor is not internally protected	9 ea.	\$ _____	\$ _____
Manufacturer _____			
23. Domestic Water Pump Provide 24 hour programmable time switch	1 ea.	\$ _____	\$ _____
Manufacturer _____			

EMT Conduit

24. 3/4"	12,000 ft.	\$ _____	\$ _____
25. 1"	100 ft.	\$ _____	\$ _____
26. 1 1/4"	150 ft.	\$ _____	\$ _____

Extra Flex Conduit

27. 1 1/4"	15 ft.	\$ _____	\$ _____
28. 1"	10 ft.	\$ _____	\$ _____
29. 3/4"	50 ft.	\$ _____	\$ _____
30. 1/2"	50 ft.	\$ _____	\$ _____
31. 3/8"	100 ft.	\$ _____	\$ _____

EMT Compression Connectors

32. 3/4"	1,100 ea.	\$ _____	\$ _____
33. 1"	4 ea.	\$ _____	\$ _____
34. 1 1/4"	8 ea.	\$ _____	\$ _____

Flex Connector, Straight

35. 1 1/4"	4 ea.	\$ _____	\$ _____
36. 1"	2 ea.	\$ _____	\$ _____
37. 3/4"	10 ea.	\$ _____	\$ _____
38. 1/2"	50 ea.	\$ _____	\$ _____
39. 3/8"	50 ea.	\$ _____	\$ _____

PART 2 (ELECTRICAL SUPPLIES), Continued

<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
<u>Flex Connector, 90 Degrees</u>			
40. 1 1/4"	2 ea.	\$ _____	\$ _____
41. 1"	1 ea.	\$ _____	\$ _____
42. 3/4"	5 ea.	\$ _____	\$ _____
43. 1/2"	10 ea.	\$ _____	\$ _____
44. 3/8"	20 ea.	\$ _____	\$ _____
<u>EMT Compression Couplings</u>			
45. 3/4"	2,000 ea.	\$ _____	\$ _____
46. 1"	10 ea.	\$ _____	\$ _____
47. 1 1/4"	20 ea.	\$ _____	\$ _____
<u>Steel Threaded Couplings</u>			
48. 3/4"	10 ea.	\$ _____	\$ _____
49. 1"	2 ea.	\$ _____	\$ _____
50. 1 1/4"	2 ea.	\$ _____	\$ _____
<u>Combination Boxes</u>			
51. 4" x 4" x 1 & 1/5"D 1/2" -3/4" KO	200 ea.	\$ _____	\$ _____
52. 4" x 4" x 2 & 1/8"D 1/2" -3/4" KO	400 ea.	\$ _____	\$ _____
53. 4" x 4" x 2 & 1/8"D 3/4" -3/4" KO	300 ea.	\$ _____	\$ _____
54. 4" x 4" x 1 & 5/8"D 3/4" -3/4" KO	200 ea.	\$ _____	\$ _____
<u>Plaster Rings 5/8" Raised</u>			
55. 4" x 4"/1 gang	400 ea.	\$ _____	\$ _____
56. 4" x 4"/2 gang	200 ea.	\$ _____	\$ _____
57. 4 x 4 Blank Steel Box Cover	500 ea.	\$ _____	\$ _____
<u>Mounting Material</u>			
58. Metal stud fastener for box mounting	400 ea.	\$ _____	\$ _____
59. Box support clip "Far Side Box"	400 ea.	\$ _____	\$ _____

PART 2 (ELECTRICAL SUPPLIES), Continued

<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
60. 8 12 M 24 (Bottom) conduit hanger	1,500 ea.	\$ _____	\$ _____
61. 350 8 12 M (Side) conduit hanger	300 ea.	\$ _____	\$ _____
62. 8 12 MF 1/2"-3/4" conduit to metal stud	1,500 ea.	\$ _____	\$ _____
63. 12 P 12 3/4"-3/4" Back to Back conduit clamps	300 ea.	\$ _____	\$ _____
64. "Caddy" SGB16D Box Bracket	200 ea.	\$ _____	\$ _____
65. M24S Universal Beam Clamp	200 ea.	\$ _____	\$ _____
66. "Caddy" SGB16D Box Bracket	200 ea.	\$ _____	\$ _____
67. Steel City 318 1/4/20 Beam Clamp w 1/4/20 bolt	100 ea.	\$ _____	\$ _____
68. 1 & 5/8" unistrut channel	40 ft.	\$ _____	\$ _____
69. 7/8" unistrut channel	40 ft.	\$ _____	\$ _____

Unistrut Conduit Straps

70. 3/4" c	82 pr.	\$ _____	\$ _____
71. 1" c	9 pr.	\$ _____	\$ _____
72. 1 1/4" c	18 pr.	\$ _____	\$ _____

Combination Connector

73. 3/4" conduit to 3/4" flex	10 ea.	\$ _____	\$ _____
74. 3/4" conduit to 1/2" flex	25 ea.	\$ _____	\$ _____
75. 3/4" conduit to 3/8" flex	50 ea.	\$ _____	\$ _____

#12 THHN Stranded Wire

76. Black	8,500 ft.	\$ _____	\$ _____
77. Red	9,500 ft..	\$ _____	\$ _____
78. Blue	6,500 ft.	\$ _____	\$ _____
79. White	11,000 ft.	\$ _____	\$ _____
80. Green	6,000 ft..	\$ _____	\$ _____
81. Orange	3,000 ft.	\$ _____	\$ _____
82. Purple	3,000 ft.	\$ _____	\$ _____
83. Brown	1,500 ft.	\$ _____	\$ _____

PART 2 (ELECTRICAL SUPPLIES), Continued

<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
#10 THWN Stranded Wire			
84. Black	1,500 ft.	\$ _____	\$ _____
85. Green	500 ft.	\$ _____	\$ _____
86. #8 Black	200 ft.	\$ _____	\$ _____
87. #6 Black	100 ft.	\$ _____	\$ _____
88. #4 Black	250 ft.	\$ _____	\$ _____
PART 2 TOTAL -			\$ _____
PART 1 AND PART 2 TOTAL -			\$ _____

If Part 1 and Part 2 are awarded to our company, we shall give an extra _____% discount for total bid

NO BID BOND REQUIRED

**NOTE: RETURN 2 COMPLETE COPIES OF BID OFFER AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS: SEALED BID FOR SPEC. NO. 07-190**

The undersigned signatory of the bidder represents and warrants that he has full and complete authority to submit this offer to Lancaster County, and to enter into a contract if this offer is accepted.

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE ZIP CODE

(Title)

TELEPHONE No. FAX No.

(Date)

E-MAIL ADDRESS

ESTIMATED DELIVERY DAYS

Bids may be inspected in the Purchasing Division during normal business hours after tabulation and review by a Purchasing Agent. Bid tabulations can be viewed on our website at: lincoln.ne.gov Keyword: **Bid** The Intent to Award will be listed on the website when a recommendation is received from the Department.

INSTRUCTIONS TO BIDDERS

LANCASTER COUNTY, NEBRASKA PURCHASING DIVISION

1. **BIDDING PROCEDURE**

- 1.1 Bidder shall submit one (1) complete set of the bid documents and all supporting material, unless otherwise stipulated. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a bid on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.

2. **BIDDER'S SECURITY**

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the County.
 - 2.4.2 For all other contracts: upon approval by the County of the executed contract and bonds.
- 2.5 County shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the County as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
 - 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
 - 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the County, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. **BIDDER'S REPRESENTATION**

- 3.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each bidder for services further represents that the bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. **INDEPENDENT PRICE DETERMINATION**

- 4.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

5. **CLARIFICATION OF SPECIFICATION DOCUMENTS**

- 5.1 Bidders shall promptly notify the Purchasing Agent or designee of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 5.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent or designee at least five (5) calendar days prior to the date and time for receipt of bids.
- 5.3 Changes made to the specification documents will be made by written addenda to all known prospective bidders and available on the City of Lincoln/Lancaster County website at lincoln.ne.gov Keyword: Bid.
- 5.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the County; and bidders shall not rely upon such interpretations or changes.

6. ADDENDA

- 6.1 Addenda are written instruments issued by the County prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 6.2 Copies of addenda will be made available for inspection at the office of the Purchasing Agent or designee and on the City-County website.
- 6.3 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 6.4 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

7. ANTI-LOBBYING PROVISION

- 7.1 During the period between the advertised date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the County Board or County Staff except in the course of County-sponsored inquiries, briefings, interviews, or presentations, unless requested by the County.

8. BRAND NAMES

- 8.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 8.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the County that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.
- 8.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the County's specifications.

9. DEMONSTRATIONS/SAMPLES

- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the County.
- 9.2 Such demonstration can be at the County delivery location or a surrounding community.
- 9.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate County personnel to the nearest location to view and inspect proposed item(s).
- 9.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the County of acceptable goods. Bidders must indicate how samples are to be returned.

10. DELIVERY (Non-Construction)

- 10.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 10.2 The County reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 10.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the County at the location specified by the County, with all transportation charges paid.
- 10.4 At the time of delivery, a designated Lancaster County employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items met specifications, were received in good condition and/or that there is not possible hidden damage or shortages

11. WARRANTIES, GUARANTEES AND MAINTENANCE

- 11.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 11.1.1 Manufacturer's warranties and/or guarantees.
 - 11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 As a minimum requirement of the County, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the County. Replacement parts of defective components shall be shipped at no cost to the County. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.

12. ACCEPTANCE OF MATERIAL

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this proposal shall remain the property of the bidder until:
 - 12.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the County; and
 - 12.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 12.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the County reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.

- 12.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the Lancaster County, Nebraska, as required by the specification documents or purchase orders.
- 12.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

13. BID EVALUATION AND AWARD

- 13.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the County of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the County, and as the County deems will best serve their requirements.
- 13.5 The County reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the County.
- 13.6 In order to determine if the Bidder has the experience, qualification, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the County. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the bidder.
- 13.7 Any governmental agency may piggy back on any contract entered into from this bid.

14. INDEMNIFICATION

- 14.1 The bidder shall indemnify and hold harmless, to the fullest extent allowed by law, the County, its agents, officers, employees and representatives from and against all claims, demands, suits, actions, payments, liability, judgements and expenses (including court-ordered attorney's fees), arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, civil rights liability, or injury to or destruction of tangible property, including the loss of use resulting therefrom, and that are caused in whole or in part by the bidder, its employees, agents, any subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable. This section will not require the bidder to indemnify or hold harmless the County for any losses, claims, damages and expenses arising out of or resulting from the sole negligence of the County, its agents, employees, or representatives.
- 14.2 In any and all claims against the County or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

15. TERMS OF PAYMENT

- 15.1 Unless stated otherwise, the County will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

16. LAWS

- 16.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.
- 16.2 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 16.3 The bidder agrees to hold the County harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

17. EQUIPMENT TAX ASSESSMENT

- 17.1 Any bid for public improvement shall comply with Nebraska revised Statute 77-1323 and 77-1324. Indicating; every person, partnership, limited liability company, association or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall sign a certified statement which will accompany the contract, stating that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

18. AFFIRMATIVE ACTION

- 18.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status.
- 18.2 Successful bidder will be required to comply with the provisions of the County's Affirmative Action Policy.
- 18.3 The Equal Opportunity Officer will determine compliance or non-compliance with the County's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

19. INSURANCE

- 19.1 All bidders shall take special notice of the insurance provisions required for all County contracts (see *Insurance Clause for All County Contracts*).

20. EXECUTION OF CONTRACT

20.1 Depending on the type of service provided, one of the following three (3) methods will be employed. The method applicable to this contract will be checked below:

- ☒ a. This Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid (or referenced bid number) attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Supplier's Bid. Items not awarded, if any, have been deleted.
- ☐ b. The contract shall consist of a **YEARLY AGREEMENT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
- ☐ c. Three (3) copies of the **CONTRACT**, unless otherwise noted.
 - 1. County will furnish three (3) copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Agreement signed with the date of signature shall be attached.
 - 2. The prepared documents shall be delivered to the County within 10 days (unless otherwise noted).
 - 3. The County will sign the Contract Agreement, insert the date of signature at the beginning of the Contract Agreement, and submit the Agreement to the County Board of Commissioners for approval and signature.
 - 4. Upon approval and signature from the County Board of Commissioners, the County will return one copy to the Contractor.